CITY CLERK
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C-8895
05/13/2014

Library Performance Agreement

Parties

"City"		"Performer"
City of Glendale		Gerald Michael Horton
5850 West Glendale Avenue	and	P.O. Box 279
Glendale, Arizona 85301		Payson, AZ 85547

1. **Employment.** The Parties hereby enter into a Performance Agreement ("Agreement") for the following presentations

   Presentation: "STEM @ the Library: GED Math Tutoring."
   Location· Velma Teague Library, Meeting Room
   Address· 7010 N. 58th Ave, Glendale, AZ 85301
   Dates and times: Monday, May 5, 2014, Monday, May 12, 2014; Monday, May 19, 2014; 6·00 – 8 00 p m.

   Presentation "STEM @ the Library: GED Math Tutoring."
   Location Foothills Branch Library, Roadrunner Room
   Address· 19055 N 57th Ave, Glendale, AZ 85308
   Dates and times: Wednesday, June 4, 2014; Wednesday, June 11, 2014, Wednesday, June 18, 2014, 6 00-8 00 p.m.

2. **Compensation.** The City agrees to pay the Performer $420.00 in one installment for the presentations titled "STEM @ the Library GED Math Tutoring." The payment will be due within 14 calendar days of the last performance date listed on this agreement.. The payments are all inclusive of supplies and materials for the workshop

3. **Indemnification.** Performer assumes the risk of all damage, loss, cost, and expense, and agrees to defend, indemnify and hold the City harmless from and against any and all liabilities, damage, loss, cost, and expense that may accrue to or be sustained related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions caused in whole or part by the Performer performing the work or services under this Agreement This indemnity will be binding on Performer, its successors and assigns and will be in the benefit of and be available to the City The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City. This indemnification survives after the termination of the Agreement

4. **Insurance.** Performer agrees to maintain general liability insurance with a limit of not less than $1,000,000 for each occurrence while this Agreement is in effect if required below The insurance shall name the City as an additional insured Proof of insurance must be provided to the City no later than the effective date of this Agreement.

5. **Insurance Certification.** Performer certifies that the activities provided under this Agreement are casual or incidental in relation to the Performer's other types of work or sources of compensation Yes _X__ No ____

City Use Only Activities evaluated under Risk Management insurance criteria? Yes _X_ No ____ Insurance Required? Yes __ No __X__

6. **Independent Contractor.** Under the terms of this Agreement, Performer is an independent contractor and has and retains full control and supervision of the services performed Furthermore, this Agreement is not intended

(Revised 4/22/13)

to create, constitute, or otherwise to recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the parties rights and obligations shall be only those expressly set forth in this Agreement Performer understands that no benefits are offered and hereby acknowledges that Performer expects no benefits during the term of this Agreement.

7. **Background Investigation.** By signing this Agreement the Performer expressly authorizes the City to conduct all necessary and appropriate investigations under the law This includes, but is not limited to employment history, criminal history and educational history

8. **Immigration Laws.** Performer warrants, to the extent applicable under A.R.S. § 41-4401, that

   8 1 Performer does not have employee, or

   8.2 Performer has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Performer to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Performer or any of its employees participating in this Agreement to ensure compliance with this paragraph

9. **Prohibitions.** Performer certifies, certifies under A.R S. §§ 35-391 *et seq*, and 35-393 *et seq*, that he/she does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

10. **Jurisdiction/Conflicts.** This Agreement will be construed in accordance with the laws of the State of Arizona. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S § 38-511

11. **Effective Date/Termination.** This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the last activity described in the "Employment" section of this Agreement The City may immediately terminate the Agreement upon Performer's nonperformance or breach of a material term in this Agreement.

12. **Miscellaneous.** Performer agrees to use his/her best efforts to promote the interests of the City and to devote his/her full business time and energy to the position during the terms of this Agreement and to perform all functions in a professional manner.

13. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

14. **Assignment.** This Agreement is personal to the Performer, and cannot be assigned to another party without first obtaining the written consent of Glendale.

I have read the foregoing and agree to the terms including the period and nature of my service, and rate of payment

"Performer":

Gerald Michael Horton

"City".

CITY OF GLENDALE

Erik Strunk
Executive Director
Parks, Recreation and Library Services

ATTEST:

Pam Hanna
City Clerk

APPROVED AS TO FORM

Michael G. Bailey
City Attorney

(Revised 4/22/13)